the following authorities cited in the opinion; *Elkhart Lodge* v. *Crary*, 98 Ind. 238; *Brown* v. *Bank*, 137 Ind. 655; to the effect that such a contract is ultra vires, and for that reason void, see: *City Council* v. *Plank Road Co.*, 31 Ala. 76; *Hodges* v. *Buffalo*, 2 Denio (N. Y.) 110; *Halstead* v. *Mayor*, 3 N. Y. 430. The bond being void no suit can be brought on it. *City Council* v. *Plank Road Co.*, 31 Ala. 76; but see *State* v. *City of Buffalo*, 2 Hill (N. Y.) 434.

PICKETING—INJUNCTION.—Defendant union, in pursuance of a resolution of its members, established a system of picketing in the vicinity of complainant's factory. The declared policy of the union was that no force or threats should be resorted to. Crowds of men, composed partly of strikers, collected about the entrances to complainant's factory, accosted and annoyed his employees, and, in one instance at least, employees were assaulted. *Held*, that an injunction should issue against those strikers who actually took part in the unlawful acts but not against the other members of the union or against the union itself. *Karges Furniture Company* v. *Amalgamated Woodworkers' Local Union No. 131 et al.* (1905), — Ind. —, 75 N. E. Rep. 877.

It is quite generally agreed that picketing, under proper conditions, is perfectly lawful, EDDY ON COMB., § 537, and cases there cited. The question has of late been before the Illinois courts a number of times and the practice severely criticised. "In imagination and theory a peaceful picket line may be possible, but in fact a picket line is never peaceful. It is always a form of actual warfare and quite inconsistent with everything not related to force and violence. Its use is a form of unlawful coercion." *Franklin Union* v. *The People* (and four other cases), 38 Chic. Leg. N. 65. One of the border cases on the legality of picketing is *Vegelahn* v. *Guntner*, 167 Mass. 92, in which the practice was enjoined, JUSTICES FIELD and HOLMES rendering dissenting opinions. As to the scope of the injunction: in *American Steel and Wire Co.* v. *Wire Drawers' etc. Unions*, 90 Fed. Rep. 598, a temporary injunction was granted against the union and all its members in spite of the fact that against a majority of them there was no evidence whatever. The true rule, so far as picketing is concerned, seems to be: Where the pickets themselves resort to force or intimidation, the injunction should clearly extend to all those who participate in the maintenance of the picket after it has become unlawful. The fact that the pickets were instructed to use only peaceful means does not alter the situation. *Union Pac. R. Co.* v. *Ruef*, 120 Fed. Rep. 102. Where, however, as in the principal case, it does not appear that the pickets, while acting in that capacity, were parties to the wrongdoing, the injunction is properly limited to those who were guilty of the acts of violence or intimidation, unless it is manifest that the picketing induced the unlawful acts, in which event the injunction should embrace all those, including the union as such, who are responsible for the continuance of the picketing.

PUBLIC LANDS—CONTRACT ASSISTING PRE-EMPTOR IN PERFECTING ENTRY.—Plaintiffs contracted with defendant to pay one-fourth of all expenses accruing to the latter in making final proof and receiving title to certain land; and

defendant, in consideration thereof, paid the plaintiffs $100.00 in cash "for locating him," and promised to give them one-fourth of the price of the land, when he sold it. Plaintiffs fully complied with the contract, and now sue for their share of the price. *Held,* affirming the judgment of the Supreme Court of Minnesota, that the contract is valid, not conflicting with § 2262, U. S. Rev. Stat., requiring every pre-emptor to make affidavit that "he has not, directly or indirectly, made any agreement or contract, in any way or manner, with any person whatsoever, by which the title he might acquire from the government of the United States should inure, in whole or in part, to the benefit of any person except himself." *Hafemann* v. *Gross* (1905), 26 Sup. Ct. Rep. 80.

A contract of a homesteader or pre-emptor to convey land, when he shall acquire title to it, is void. *Anderson* v. *Carkins,* 135 U. S. 483; *Mellison* v. *Allen,* 30 Kan. 382; *Dawson* v. *Merrille,* 2 Neb. 119. But a mortgage or deed of trust, executed under like circumstances, is not an alienation within the scope of the homestead statute, nor forbidden by the pre-emption law. *Wilcox* v. *John,* 21 Col. 367; *Dickerson* v. *Bridges,* 147 Mo. 235; *Norris* v. *Heald,* 12 Mont. 282; *Weber* v. *Laidler,* 26 Wash. 144; *Stark* v. *Duvall,* 7 Okla. 213. However, in this case, BREWER, J., held there was no mortgage, deed of trust, or agreement for a specific lien of any kind. The defendant's promise was only a personal obligation; it could never be enforced against the land; it merely *measured* the sum to be paid (if the land were sold) by what it brought. Nevertheless, WHITE, MCKENNA, and HOLMES, J. J., dissented on the ground that the contract was prohibited by § 2262 of the Rev. Stat., supra; and maintained that to say the contract does not touch the title of the land (since it need never be sold) is to permit mere form and not substance to control, *Pollock* v. *Farmers' Loan and Trust Co.,* 157 U. S. 429; that the agreement amounts at least "indirectly" to giving an interest in the land itself; that it discourages the pre-emptor in improving and developing the same; and that it puts the lender in the position of a speculator, who may benefit from the enhanced value of the land without reference to his expenditures—a transaction which it was the express purpose of Congress to forbid. *Meyers* v. *Croft,* 13 Wall. 295.

TAXATION — CORPORATE PRIVILEGES — UNIFORMITY.—A state requiring foreign corporations to pay a filing fee on the filing of its certificate of incorporation as a condition precedent to the exercise of the right to do business, imposed an annual license tax on foreign and domestic corporations, to be determined by assessing at a certain rate on each one thousand dollars of capital stock, the rate being lower for domestic corporations. Appellant, a foreign corporation, refused to pay the tax and in quo warranto proceedings by the state, it is *Held,* that the tax is valid and the defendant should be compelled to pay, or forfeit its franchises. *American Smelting and Refining Co.* v. *People* (1905), — Colo. —, 82 Pac. Rep. 531.

It is a generally accepted rule that a State may tax a corporation on its franchise, capital stock, business and profits. But a tax on these subjects may be either a property tax or an excise or privilege tax. And the nature